



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** GSX Government Services, Inc.

**File:** B-239549

**Date:** July 5, 1990

Christopher J. Jaekels, Esq., for the protester.  
Vasio Gianulias, Esq., Naval Facilities Engineering Command,  
for the agency.  
Anne B. Perry, Esq., and John F. Mitchell, Esq., Office of  
the General Counsel, GAO, participated in the preparation of  
the decision.

### DIGEST

General Accounting Office will not consider a protest which  
sets forth the same issue raised by the protester in a  
claim before the contracting agency.

### DECISION

GSX Government Services, Inc. protests the issuance of  
invitation for bids (IFB) No. N62472-90-B-2239 by the  
Department of the Navy for the removal and disposal of soil  
contaminated with JP-5 jet fuel at Glenview Naval Air  
Station, Illinois.

We dismiss the protest.

GSX has a firm, fixed-price requirements contract with the  
Defense Logistics Agency (DLA) for the pickup, transporta-  
tion, and disposal of various classes of wastes within a  
certain portion of the midwest. Upon learning that the Navy  
intended to dispose of the contaminated soil through a  
separate contractual action, GSX filed with DLA first a  
"warning" and then a "claim under the Contract Disputes Act"  
in which it contended that the soil removal was work which  
was covered by GSX's requirements contract and which  
therefore should be performed by GSX, because if performed  
by another contractor, GSX would be entitled to its "lost  
profits." On May 4, 1990, GSX protested to our Office the  
Navy's issuance of its solicitation on the identical  
grounds, i.e., that it is for work covered by GSX's existing  
requirements contract. On May 11, DLA issued a final  
decision denying GSX's claim on the basis that the work in

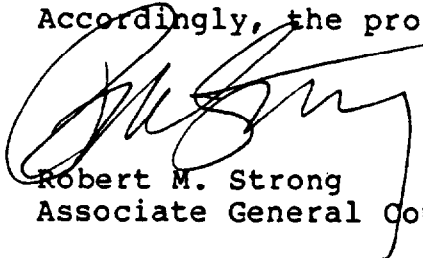
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question did not fall within the scope of GSX's requirements contract.

Although GSX concedes that this issue constitutes a claim under the Contract Disputes Act of 1978, 41 U.S.C. § 601 et seq. (1988), it urges us to consider the matter in order to avoid the potential for "double payment" for these services: once to the contractor under the Navy's solicitation and again to GSX in the form of an award of its "lost profits."

This does not provide sufficient justification for this Office to review an issue statutorily left to another forum. GSX's protest relates primarily to a breach claim--a contract administration matter. It is our policy not to provide protesters with another forum to resolve issues which constitute a claim under an existing contract, therefore, we will not consider GSX's protest. Union Natural Gas Co., B-238032, Jan. 26, 1990, 90-1 CPD ¶ 117.

Accordingly, the protest is dismissed.



Robert M. Strong  
Associate General Counsel